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No. 994

In The

SUPREME COURT OF THE UNITED STATES

October Term, 1967

SHIRELEY JEAN ESTES; LISHA DAWN ESTES; SHAWNA ANNETTE ESTES AND DAVID LAIRD ESTES,

Petitioners,

v.

CAMDEN FIRE INSURANCE ASSOCIATION OF GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED; STATE AUTOMOBILE MUTUAL INSURANCE COMPANY; FRANK M. GUSWEILER; STATE OF OHIO AND UNITED STATES OF AMERICA,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

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In The

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SHIRELEY JEAN ESTES; LISHA DAWN ESTES; SHAWNA ANNETTE ESTES AND DAVID LAIRD ESTES,

Petitioner,

v.

CAMDEN FIRE INSURANCE ASSOCIATION OF GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED; STATE AUTOMOBILE MUTUAL INSURANCE COMPANY; FRANK M. GUSWEILER; STATE OF OHIO AND UNITED STATES OF AMERICA,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

Petitioners pray that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the Sixth Circuit made and entered in the above-entitled case on October 10, 1967.

OPINION BELOW

A memorandum opinion and order by the United States District Court for the Southern District of Ohio, Western Division made and filed July 6, 1966, is set out in the Appendix B at page 34. Same is unreported.

The order of United States Court of Appeals for the Sixth Circuit affirming the judgment of the District Court is set out in the Appendix C at page 37.

JURISDICTION

A memorandum opinion and order of the United States District Court dismissing petitioners' complaint was entered on July 6, 1966.

The order of the United States Court of Appeals for the Sixth Circuit affirming the judgment of the District Court was made and entered on October 10, 1967.

The jurisdiction of this Court is invoked under 28 U.S.C. 1257(3). Questions under the Federal Constitution and Laws are involved.

QUESTION PRESENTED

1. Did the District Court err in dismissing the petitioners' Complaint for the reason that the said Complaint failed to state a claim upon which relief could be granted?

CONSTITUTIONAL PROVISIONS AND STATUTES INVOLVED

Citations of the Constitutional Provisions and Statutes involved are set forth as follows:

Constitutional Provisions:

Section I, Fourteenth Amendment, U. S. Constitution.

Section 4, Article IV, U. S. Constitution.

Article VI (2), U. S. Constitution.

Statutes and Rules:

Federal Civil Rights Act of 1871, 42 U. S. Code Section 1983.

Federal Rules of Civil Procedure, Rule 8 (e).

Federal Rules of Civil Procedure, Rule 20.

McCarran-Ferguson Insurance Regulation Act, 15 U. S. Code Sections 1011 to 1015 inclusive.

Their pertinent text is set forth in Appendix A page 30.

STATEMENT OF THE CASE

The petitioners' complaint was filed in The United States District Court, Southern District of Ohio, Western Division on April 20, 1966.

It reads as follows:

In the

UNITED STATES DISTRICT COURT
Southern District of Ohio, Western Division

Civil Action No. 6137

Shireley Jean Estes, 3082 Madison Road, Cincinnati, Ohio, and

Lisha Dawn Estes, a minor, age 3 years by Shireley Jean Estes, her mother and next friend, 3082 Madison Road, Cincinnati, Ohio, and

Shawna Annette Estes, a minor, age 7 years by Shireley Jean Estes, her mother and next friend, 3082 Madison Road, Cincinnati, Ohio, and

David Laird Estes, a minor, age 9 years by Shireley Jean Estes, his mother and next friend, 3082 Madison Road, Cincinnati, Ohio,

Plaintiffs,

vs.

Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation, Limited, 1404 Carew Tower, Cincinnati, Ohio, and

State Automobile Mutual Insurance Co., Enquirer Building, Cincinnati, Ohio, and

Frank M. Gusweiler, Common Pleas Court Room 10, Hamilton County Court House, Cincinnati, Ohio, and

James V. Rhodes, Governor of the State of Ohio, State of Ohio, Columbus, Ohio, and

Nicholas Katzenbach, Attorney General of the United States of America, The United States of America, Washington, District of Columbia,

Defendants.

COMPLAINT

(Filed April 20, 1966)

Plaintiffs request a statutory three judge Court be convened under 28 United States Code Sections 2281 and 2284 for the purpose of hearing this case and determining the facts and the appropriate relief.

1. Plaintiffs state that they are citizens of the United States of America and residents of Hamilton County, Ohio, and the State of Ohio; that their action arises under the constitution of the United States and particularly the Fourteenth Amendment, Section I, under the constitution of the United States Article IV, Sections I and II, under the constitution of the United States Article VI, under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the Statutes of the State of Ohio, Sections 3937.01 through 3937.99 Ohio Revised Code and all other related sections of Title 39 of the Ohio Insurance Law that relate to Casualty Insurance and Motor Vehicles Insurance are unconstitutional, null, void and of no effect because they violate the provisions of the constitution of the United States of America; that the

Public Law 15, Title 15, United States Code Sections 1011 to 1015 inclusive known also as McCarran-Ferguson Insurance Act is unconstitutional, null, void and of no effect as it violates the laws and provisions of the constitution of the United States Article IV Section I and II, Article VI, Fourteenth Amendment Section I, Federal Civil Rights Act of 1871, 42 United States Code Section 1983. The matter in controversy exceeds, exclusive of interest and costs the sum of ten thousand dollars.

First Count

1. As the First Count of this complaint against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited, the plaintiff Shireley Jean Estes states that on December 20, 1962, she was seriously injured by one Stanley Harry Seigla, while he was in the act of violating a traffic statute of the State of Ohio; that said Stanley Harry Seigla was insured under a liability insurance policy issued to him by the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited, which is licensed to do business under the unconstitutional Casualty Insurance and the unconstitutional Motor Vehicle Insurance laws of Ohio, Sections 3937.01 through 3937.99 Ohio Revised Code and other unconstitutional Sections of Title 39 of the Ohio Insurance Law that relates to Casualty Insurance and Motor Vehicle Insurance; that the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited knew or should have known that their insured Stanley Harry Seigla, was liable for the serious injuries sustained by the plaintiff Shireley Jean Estes, and caused by the said Stanley Harry Seigla, as a matter of law; that the defendant Camden Fire Insurance

Association of General Accident Fire and Life Assurance Corporation Limited acted in bad faith and unlawfully refused to allow plaintiff Shireley Jean Estes to recover fair and reasonable compensation for her injuries from the said Stanley Harry Seigla; that the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited intentionally and maliciously and in bad faith acted improperly under color of insurance laws of the State of Ohio, which are unconstitutional and repugnant to the Constitution of the United States of America, Fourteenth Amendment, Section I, and in so acting caused the deprivation of rights guaranteed to plaintiff Shireley Jean Estes, by the Constitution of the United States of America, Fourteenth Amendment Section I, and the Federal Civil Rights Act of 1871, 42 United States Code, Section 1983; that the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited caused the deprivation of plaintiff Shireley Jean Estes' rights of freedom to contract with the said wrongdoer and real party in interest, Stanley Harry Seigla; that the acts of defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited caused the contracts and Quasi contracts of plaintiff Shireley Jean Estes to be impaired; thereby said plaintiff's rights under the Constitution of the United States Fourteenth Amendment Section I were violated; that the improper acts of the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited toward the plaintiff Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes and David Laird were cruel and inhuman and in violation of their rights under the Federal Civil Rights act of 1871, 42 United States Code Section 1983; that the unlawful wrongful acts of the defendant Camden Fire Insurance Association

of General Accident Fire and Life Assurance Corporation Limited toward the plaintiffs caused the plaintiffs to suffer mentally and physically and to be damaged.

2. Plaintiffs state that defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited has acted with defendant State Automobile Mutual Insurance Company and other insurance companies to create a monopoly in legal processes of the State of Ohio in violation of plaintiffs rights guaranteed by the Constitution of the United States of America and by the laws passed by the state and Federal Government, and to plaintiffs damage.

3. Plaintiffs state that the said defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited insurer of one Stanley Harry Seigla a tortfeasor who injured plaintiff Shireley Jean Estes on 12/20/63, conspired with the defendant State Automobile Insurance Company insurer of one Iris E. Sebastian, a tortfeasor who injured plaintiff Shireley Jean Estes on 1/5/63, intentionally and maliciously to defraud plaintiffs; that the said defendants acted jointly and in bad faith against the plaintiffs; that said defendants wrongfully shared information and materials together, wrongfully delayed plaintiff's day in Court together; wrongfully refused to be joined as parties, all in bad faith and unlawfully to cheat plaintiffs; that said defendants in bad faith shifted the blame to each other by agreement, when said defendants knew they were responsible for substantial damage individually; that plaintiffs have been damaged by the conspiracy of the said defendants to defraud them and because of the conspiracy plaintiffs have suffered from the lack of food, shelter and clothing and proper medical attention; that plaintiffs have suffered physically and mentally because of the said conspiracy in viola-

tion of plaintiffs rights under the Constitution of the United States Fourteenth Amendment Section I and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983.

Second Count

1. As and for a further and Second Count of this complaint and against the defendant State Automobile Mutual Insurance Company the plaintiffs, allege, replead as though set forth at length, each and every, all and singular the allegations of the First Count herein.

2. Plaintiff Shireley Jean Estes, states that on January 5, 1963 she was suffering from a serious injury of December 20, 1962 and returning home from purchasing a medical appliance for said injury when one Iris E. Sebastian, violating a traffic statute of the State of Ohio, caused the said plaintiff to be injured seriously; that said Iris E. Sebastian, was insured under a liability insurance policy issued by the defendant State Automobile Mutual Insurance Company; that said defendant was licensed to do business under the unconstitutional Casualty Insurance and the unconstitutional Motor Vehicle Insurance Laws of Ohio, Sections 3937.01 through 3937.99 Ohio Revised Code and other related Sections of Title 39 of the Ohio Insurance law that relates to Casualty Insurance and Motor Vehicle Insurance, all of which are unconstitutional and repugnant to the Federal Constitution and laws; that the defendant State Automobile Mutual Insurance Company knew or should have known that their insured Iris E. Sebastian, was liable for the serious injuries sustained by plaintiff Shireley Jean Estes, and caused by Iris E. Sebastian, as a matter of law; that the defendant State Automobile Insurance Company knew or should have known that the injuries to the plaintiff Shireley Jean Estes were

serious and were caused by their insured Iris E. Sebastian's negligence; that the defendant State Automobile Mutual Insurance Company acted in bad faith and refused to allow plaintiff Shireley Jean Estes to recover fair and reasonable compensation for her injuries from the said Iris E. Sebastian; that the defendant State Automobile Mutual Insurance Company intentionally, maliciously and in bad faith acted improperly under color of insurance laws of the State of Ohio, which laws are unconstitutional and repugnant to the Constitution of the United States of America Fourteenth Amendment Section I, that the said defendant in so acting under said unconstitutional laws caused a deprivation of the rights guaranteed to the plaintiff Shireley Jean Estes and her plaintiff children by the constitution of the United States of America, Fourteenth Amendment Section I, and the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the defendant State Automobile Mutual Insurance Company, acting under said unconstitutional laws caused a deprivation of the plaintiff Shireley Jean Estes' rights of freedom to contract with the said wrongdoer and the real party in interest Iris E. Sebastian; that the acts of the said defendant, State Automobile Mutual Insurance Company, under the said unconstitutional laws, caused the impairment of plaintiff Shireley Jean Estes contracts and Quasi contracts; thereby said plaintiffs rights under the constitution of the United States Fourteenth Amendment Section I were violated, also plaintiffs rights were violated under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the improper acts of the defendant State Automobile Mutual Insurance Company toward the plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes, David Laird Estes, were cruel and inhuman, and in violation of plaintiffs rights under the equal protection

clause of the constitution of the United States of America Fourteenth Amendment, Section I and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the wrongful acts of the defendant State Automobile Mutual Insurance Company toward the plaintiffs caused them to suffer mentally and physically and to be damaged.

3. Plaintiffs state that defendant State Automobile Mutual Insurance Company has acted with Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and other insurance companies to create a monopoly of the legal processes of the State of Ohio in violation of plaintiffs' rights guaranteed by the laws and Constitution of United States of America and to the damage of the plaintiffs.

4. Plaintiffs state that the said defendant State Automobile Mutual Insurance Company, insurer of Iris E. Sebastian a tortfeasor who injured Shireley Jean Estes on January 5, 1963 conspired with the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation insurer of Stanley Harry Seigla a tortfeasor who injured Shireley Jean Estes on December 20, 1962, to intentionally and maliciously to defraud plaintiffs; that the said defendants acted jointly and in bad faith against the plaintiffs; that said defendants wrongfully planned together, wrongfully have shared materials and information together, wrongfully delayed plaintiffs day in Court together, wrongfully refused to be joined as parties, all in bad faith to unlawfully cheat plaintiffs; that said defendants in bad faith shifted the blame to each other by agreement when said defendants knew they were responsible for substantial damages individually; that the plaintiffs have been damaged by the conspiracy of the defendants to defraud them and because

of the conspiracy plaintiffs have suffered from the lack of food, shelter and clothing and medical attention and plaintiffs have suffered and have been damaged mentally and physically; and the plaintiffs rights were violated under the Constitution of the United States Fourteenth Amendment Section I and under the Federal Civil Rights Act of 1871, 42 United States Code, Section 1983.

Third Count

1. As and for a further and Third Count of the complaint against the defendant Frank M. Gusweiler, plaintiffs allege replead as though set forth at length, each and every, all and singular the allegations of the First and Second Counts, herein.

2. Plaintiffs state that Frank M. Gusweiler, under color of statute, ordinances, customs and usage of the State of Ohio, caused damages to the plaintiffs, because the said defendant intentionallly and maliciously deprived the plaintiffs of their rights under the Constitution of the United States of America Fourteenth Amendment Section I and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the defendant Frank M. Gusweiler wrongfully, actively and intentionally aided the conspiracy between the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and State Automobile Mutual Insurance Company to cheat plaintiffs and plaintiffs have suffered mentally and physically and have been damaged because of the wrongful, unlawful, cruel acts of the defendant Frank M. Gusweiler, Ohio Common Pleas Court Judge.

Fourth Count

1. As and for a further and Fourth Count of this complaint against the defendant, James V. Rhodes, Gov-

ernor of the State of Ohio, plaintiffs allege, replead as though set forth at length, each and every all and singular the allegations of the First, Second, Third Counts, herein.

2. Plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes, and David Laird Estes say that the State of Ohio has passed laws and maintains said laws which have permitted the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and State Automobile Mutual Insurance Company to conduct business in a manner that is in violation of the said plaintiffs rights under the Constitution of the United States of America Fourteenth Amendment Section I; and their rights under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the insurance laws under Ohio Title 39 of the State of Ohio are unconstitutional under the Constitution of the United States Fourteenth Amendment Section I, because the said laws permit and encourage the said defendant insurance companies, who are not the real parties in interest, to interfere with the normal dealing and contracts between the plaintiff Shireley Jean Estes and Stanley Harry Seigla and between plaintiff Shireley Jean Estes and Iris E Sebastian who are the real parties in interest, and is in violation of plaintiffs rights under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983. That the State of Ohio has passed insurance laws under Title 39 and maintained said unconstitutional laws that have caused an impairment of the contracts of plaintiff Shireley Jean Estes; that the laws of the State of Ohio have permitted the said defendant insurance companies to impair Quasi Contracts between plaintiff Shireley Jean Estes and Stanley Harry Seigla and between plaintiff Shireley Jean Estes and Iris E. Sebastian in violation of plaintiff's rights under the constitution of the United States of America Fourteenth Amendment Sec-

tion I; that the State of Ohio has passed unconstitutional laws and maintains said laws which harbor and protect traffic violators and these said laws have harbored and protected the traffic violating tort feasors Stanley Harry Seigla and Iris E. Sebastian, and have permitted the defendants Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and the defendant State Automobile Mutual Insurance Company to step into the matter and to oppress the innocent victim, plaintiff Shireley Jean Estes, who was twice injured seriously by the said tort feasors, that her rights under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983 are violated; that the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and defendant State Automobile Mutual Insurance Company have been permitted to inflict inhuman and cruel treatment upon the plaintiffs by the said laws of the State of Ohio, which are unconstitutional and in violation of the plaintiffs rights under the constitution of the United States of America, Fourteenth Amendment Section I and in violation of the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the State of Ohio has wrongfully permitted the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and State Automobile Mutual Insurance Company to use money paid by the premiums of policy holders to protect in bad faith the traffic violating tortfeasors, Stanley Harry Seigla and Iris E. Sebastian and to prevent the plaintiff Shireley Jean Estes from recovering fair and just compensation from the said tortfeasors for her injuries caused by the said tortfeasors negligence, in violation of plaintiff Shireley Jean Estes rights under the equal protection clause of the Constitution of the United States of America, Four-

teenth Amendment, Section I, and under the Federal Civil rights Act of 1871, 42 United States Code Section 1983; that the said unconstitutional laws of the State of Ohio wrongfully protect the law violators Stanley Harry Seigla and Iris E. Sebastian and wrongfully prevent the plaintiff who was an innocent victim of the negligence of said law violators from recovering for her damages caused by the said law violators and by wrongfully allowing the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and State Automobile Mutual Insurance Company to back the said law violator with the vast sums of money and legal defenses obtained from the money paid into public trust by many law abiding citizens, violates the rights of plaintiff Shireley Jean Estes under the equal protection clause of the Constitution of United States Fourteenth Amendment, Section I, and the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the State of Ohio has passed unconstitutional insurance laws under Title 39 and maintains said laws to encourage murder and crippling by motor by protecting the guilty Stanley Harry Seigla and Iris E. Sebastian and by allowing the said insurance laws to oppress the innocent plaintiff Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes, and David Laird Estes, at the hands of the said defendant insurance companies, in violation of plaintiff Shireley Jean Estes rights under the equal protection clause of the constitution of United States of America, Fourteenth Amendment Section I, and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the State of Ohio by unconstitutional insurance laws have permitted taxation without representation, that is, by permitting the said defendant insurance companies to use funds paid into their com-

panies by the innocent to be used against the innocent Shireley Jean Estes to protect the traffic violators Stanley Harry Seigla and Iris E. Sebastian; that the State of Ohio has permitted said insurance laws which are unconstitutional to be used and applied within the Courts of Ohio to oppress the plaintiffs and cause inhuman and cruel treatment and damage to the plaintiffs.

Fifth Count

1. As and for a further and Fifth Count of this complaint and against the defendant, Nickolas Katzenbach, the Attorney General of the United States of America, plaintiffs allege, replead, as set forth at length, each and every all and singular the allegations of the First, Second, Third and Fourth Counts of this complaint, herein.

2. Plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes, and David Laird Estes, state that they have been deprived of their rights guaranteed by the Constitution of the United States of America, under the Fourteenth Amendment Section I; under the Constitution of the United States of America under Article IV Section I and II; under Article VI and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that plaintiffs rights guaranteed by the Constitution of the United States of America are denied because of the unconstitutional public law 15, Title 15, United States Code Section 1011 to 1015 inclusive; that because of the said unconstitutional law generally referred to as the McCarran-Ferguson Insurance Act the plaintiffs have been denied their freedom to travel within all the states of the United States of America because plaintiff would be injured by the unconstitutional insurance laws casualty insurance laws, motor vehicle insurance laws of all of the

states because of the McCarran-Ferguson Insurance Act; that the said McCarran-Ferguson Insurance Act is illegal, unconstitutional and void in that it purports to authorize defendants insurance companies and other insurance companies and to create and maintain a monopoly of the legal processes of the State Courts of Ohio and other States involved with personal injury cases contrary to Article I Section 16, of the Constitution of the State of Ohio and contrary to the Constitution of the United States of America, Fourteenth Amendment, Article I, that all of the States of the United States of America have passed and have maintained liability insurance laws, casualty insurance laws and motor vehicle insurance laws that are unconstitutional because said laws permit the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporated Limited and defendant State Automobile Mutual Insurance Company and others to use funds paid as premiums by many innocent law abiding citizens to protect the wrongdoer traffic violators Stanley Harry Seigla and Iris E. Sebastian and others and to oppress the plaintiffs who were innocent law abiding citizens and who were injured and damaged by said Stanley Harry Seigla and said Iris E. Sebastian, in violation of plaintiffs rights under the Fourteenth Amendment of the Constitution of the United States and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the defendant Nickolas Katzenbach, the Attorney General of the United States of America permits the unconstitutional insurance laws of the State of Ohio and the unconstitutional insurance laws of all of the other States of the United States of America to force taxation without representation upon the plaintiffs and others; that the defendant Nickolas Katzenbach, Attorney General of United States of America refuses to take the proper action and control of the insurance business as re-

quired by the Constitution of the United States of America to give the rights to plaintiffs and others that are guaranteed by the constitution of the United States of America Fourteenth Amendment, Section I; under the equal protection clause, and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the defendant United States of America, Nickolas Katzenbach, Attorney General, allows the unconstitutional McCarran-Ferguson Insurance Acts, Public Law 15, Title 15 United States Code Sections 1011 to 1015 inclusive to improperly stand in the path of proper control and supervision of the interstate insurance business which can only be governed constitutionally by the Federal Government; that the said unconstitutional, wicked, McCarran-Ferguson Insurance Act was improperly passed by the legislature and approved March 9, 1945 during World War II; that the disgraceful McCarran-Ferguson Insurance Act was passed in an underhanded manner because it was promoted and lobbied for by a group of men who were not working in the best interest of our country, but during the time when the cream of the crop of the men of our nation were fighting the enemies in Europe and the Pacific; these enemies of our freedom within our country at home were hard at work scheming and planning oppression of the Americans who survived by passing the said McCarran-Ferguson Insurance Act; that it is impossible to have individual States control interstate insurance business as the unconstitutional McCarran-Ferguson Insurance Act would suggest and therefore plaintiffs rights guaranteed by the Constitution of the United States of America and by the Federal Civil Rights Acts of 1871, 42 United States Code Section 1983 have been violated; that the unconstitutional law of the United States of America, known as the McCarran-Ferguson Insurance Act and the unconstitutional insurance laws of the State of Ohio give

the traffic violators a license to kill, cripple and damage for the price of a liability insurance premium; and the McCarran-Ferguson Insurance Act stands in the way of proper control; that the traffic violators Stanley Harry Seigla and Iris E. Sebastian did cripple and damage the plaintiff Shireley Jean Estes that the said plaintiff has been required to pay bills caused by the said traffic violators; that said plaintiff has been required to bear the burden of the injuries sustained by her and caused by the defendants; that plaintiffs road to Court to obtain fair and reasonable compensation for the injuries caused by Stanley Harry Seigla and Iris E. Sebastian has been made long and hard by the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited and defendant State Automobile Mutual Insurance Company, with money paid into public trust by the public to compensate plaintiff and not to oppress and destroy her; that the traffic violators Stanley Harry Seigla and Iris E. Sebastian have been protected by the insurance laws in violation of plaintiffs rights under the Constitution of the United States Fourteenth Amendment Section I and under the Federal Civil Rights Act of 1871, 42 United States Code Section 1983.

Sixth Count

1. As and for a further and Sixth Count of the complaint against all of the defendants, plaintiffs allege, replead, as though set forth at length, each and every all and singular the allegations of the First, Second, Third, Fourth and Fifth Counts, herein.

2. Plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes, David Laird Estes state that the

acts of commission and acts of omission of the said defendants have caused damage to them in pain and have caused them to suffer mentally and physically; that the acts of commission and acts of omission of the said defendants have caused the following to wit:

A. Increase of murder and crippling by motor, including Shireley Jean Estes, the plaintiff, being crippled twice.
B. Increase of poverty by preventing the innocent plaintiffs from recovering adequate compensation from the wrongdoer.
C. The backlog of cases in the Courts across our nation, including plaintiff Shireley Jean Estes' cases.
D. Encourages litigation because injured innocent persons, including the plaintiff Shireley Jean Estes are forced to file suit.
E. Encourages negligence.
F. Promotes a monopoly of the legal processes across our nation and plaintiff Shireley Jean Estes has been a victim of same.

WHEREFORE, plaintiff Shireley Jean Estes prays Judgment against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited for the sum of One Hundred Thousand Dollars ($100,000.00) for compensatory damages upon this complaint; plaintiff Shireley Jean Estes prays judgment against the defendant State Automobile Mutual Insurance Company for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff Shireley Jean Estes prays judgment against the defendant Frank M. Gusweiler for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint.

Plaintiff Lisha Dawn Estes prays judgment against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff Lisha Dawn Estes prays judgment against the defendant State Automobile Mutual Insurance Company for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff Lisha Dawn Estes prays judgment against the defendant Frank M. Gusweiler for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint.

Plaintiff Shawna Annette Estes prays judgment against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff Shawna Annette Estes prays judgment against the defendant State Automobile Mutual Insurance Company for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff Shawna Annette Estes prays judgment against the defendant Frank M. Gusweiler for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint.

Plaintiff David Laird Estes prays judgment against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff David Laird Estes prays judgment against the defendant State Automobile Mutual Insurance Company for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint; plaintiff David

Laird Estes prays judgment against the defendant Frank M. Gusweiler for the sum of One Hundred Thousand Dollars ($100,000.00) compensatory damages upon this complaint.

Plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes and David Laird Estes pray jointly for the sum of Sixty-Six Million Dollars ($66,000,000.00) exemplorary or punitive damages against the defendant Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation Limited; plaintiffs Shireley Jean Estes, Lisha Dawn Estes, Shawna Annette Estes and David Laird Estes pray jointly for the sum of Sixty-Six Million Dollars ($66,000,000.00) exemplorary or punitive damages against the defendant State Automobile Mutual Insurance Company; plaintiffs pray for the Court to issue an order enjoining the Governor, Attorney General, and the State of Ohio from participating in any way, through laws or otherwise, with any liability, motor vehicle casualty insurance companies in the selling or administering of liability, motor vehicle casualty insurance to the citizens of Ohio and that the Governor, Attorney General and the State of Ohio be enjoined immediately by temporary injunction and then by permanent injunction from allowing any liability casualty, motor vehicle insurance companies to operate under license or otherwise in the State of Ohio and the Court to order the State of Ohio that all laws passed and maintained for the purpose of liability casualty or motor vehicle insurance operation in the State of Ohio be considered null and void; and unconstitutional and of no effect because they violate provisions of the Constitution of the United States of America; and the Federal Civil Rights Act of 1871, 42 United States Code Section 1983; that the Governor, Attorney General and the State of Ohio be ordered to appoint a special trustee to take charge im-

mediately of all funds in the hands and under the control of all liability, casualty, and motor vehicle insurance companies or their agents within the State of Ohio and the State of Ohio be ordered to pay the said funds to the innocent parties injured by the acts of insured wrongdoers in the most equitable manner under law as soon as practical.

Plaintiffs pray for the Court to order the Attorney General of the United States of America to enjoin the United States of America and all departments of the Federal Government of the United States from participating in any manner, through laws or otherwise with any liability, casualty, and motor vehicle insurance companies in selling or administering liability insurance, casualty insurance, motor vehicle liability insurance to the citizens of the United States; that the United States of America be ordered through the Attorney General to have orders issued to every State in the United States of America to enjoin by a temporary and then by permanent injunction each and every State from allowing any liability, casualty and motor vehicle insurance Companies to operate under license or otherwise within the States and that the Attorney General be ordered to notify each and every State that all of the laws passed and maintained by the States for the purpose of liability, casualty and motor vehicle insurance be considered null and void and that the States be further ordered to appoint special trustees to take charge immediately of all funds in the hands or under the control of all liability, casualty and motor vehicle insurance companies and their agents within the States and that the States be ordered to pay the said funds to the innocent parties injured by the acts of the insured wrongdoers in the most equitable manner under law, as soon as practical.

Plaintiffs pray for the Court to order the Attorney General of the United States of America to direct the Federal

Trade Commission, the Interstate Commerce Commission, and other Proper Federal Agencies to resume immediate jurisdiction of any and all insurance business within the United States of America.

Plaintiffs pray that a statutory three judge Court be convened for the purpose of hearing this case and determining the facts and the appropriate relief.

/s/ ROBERT BEDNARCZUK
Attorney for Plaintiffs

Robert Bednarczuk
Bone Road R. R. #3, Lebanon, Ohio

STATE OF OHIO:

SS:

COUNTY OF HAMILTON:

Shireley Jean Estes, being first duly cautioned and sworn, says that she is a plaintiff herein, and that she is the mother and next friend of minor plaintiffs Lisha Dawn Estes, age 3, Shawna Annette Estes, age 7, and David Laird Estes, age 9, and that the facts and allegations in the foregoing complaint are true as she verily believes.

/s/ SHIRELEY JEAN ESTES

Sworn to and before me subscribed in my presence this 5th day of April, 1966.

/s/ ROBERT BEDNARCZUK
Notary Public, State of Ohio

Motions to dismiss the aforementioned complaint were filed by each and every respondent.

On Monday, June 13, 1966, at 2:22 o'clock P.M. this matter came on for hearing in open Court before John W. Peck, Judge of the United States District Court for the

Southern District of Ohio, Western Division. The cause was submitted.

On July 6, 1966, the memorandum opinion and order dismissing the complaint was made and entered and is set forth in Appendix B, page 34.

On October 10, 1967 an order was made and entered by United States Court of Appeals for the Sixth Circuit affirming the judgment of the District Court to dismiss the complaint and this order is set forth in Appendix C, page 37.

REASONS FOR GRANTING THE WRIT

The petitioners, citizens of the United States of America, have been unequivocally denied their rights of redress in the Federal Courts of the United States after having filed a proper complaint that stated a claim upon which relief could be granted. Every attempt was made to comply with the provisions of Rule 8 (e) Federal Rules of Civil Procedure by petitioners in filing their important complaint.

The memorandum opinion and order written by John W. Peck, District Judge appearing in Appendix B, Page 34, speaks for itself and demonstrates the attitude of that Court toward the petitioners and counsel for petitioners, who are citizens of the United States of America.

The petitioners sustained injuries at the hands of the *foreign* Camden Fire Insurance Association of General Accident Fire and Life Assurance Corporation, Limited who acted in conspiracy with State Automobile Mutual Insurance Company and Frank M. Gusweiler, a state court judge who was acting without jurisdiction.

The conspiracy and fraud of the aforementioned parties to the damage of the petitioners falls squarely under Ohio law 250 O.J.2nd 246 to wit:

> In Ohio there need be no express proof from the lips of an eye or ear witness as to the concoction and execution of the scheme of fraud. Nor is it meant that fraud must be proved by direct evidence, for a party who commits a fraud always covers up his proceedings in such a way that it is difficult, if not impossible, in nearly all cases, to prove the very act or intent of the party. Since persons about to commit fraud do not proclaim their intention or call witnesses of their acts, but endeavor to avoid exposure, fraud is seldom susceptible of positive proof and is only to be made out by a detail of the circumstances; and actual fraud is inferred in nearly all cases by the circumstances proved. In a Court of law, as well as in equity, fraud may be proved by circumstances sufficient in the minds of the jury to establish the fact that it is actually committed. 250 O.J.2nd 246.

The aforementioned respondent Insurance Companies and the judge were acting under color of law while depriving the petitioners of rights guaranteed them by the Constitution and laws of the United States, therefore, petitioners have stated a claim upon which relief can be granted under the Federal Civil Rights Act of 1871, 42 United States Code 1983 which is set forth in Appendix A, page 30.

The following cases are in point with petitioners case and have been successful under the Federal Civil Rights Act of 1871, 42 United States Code against Agents of Justice:

Brazier v. *Cherry,* 293 F.2d 401 (5th Cir. 1961); *Brown* v. *Rutter,* 139 F. Supp. 679 (W.D. Ky. 1956); *Cohen* v. *Norris,* 300 F.2d 24 (9th Cir. 1962); *Cohen* v. *Cahill,* 281 F.2d 879 (9th Cir. 1960); *Coleman* v. *Johnston,* 247 F.2d 273 (7th Cir. 1957); *Davis* v. *Johnston,* 138 F. Supp. 572 (N.D. Ill. 1955); *Davis* v. *Turner,* 197 F.2d 847 (5th Cir. 1952); *Egan* v. *City of Aurora,* 291 F.2d 706 (7th Cir. 1961); *Fulwood* v. *Clemmer,* 295 F.2d 171 (D.C. Cir.

1961); *Gordon* v. *Garrson,* 77 F. Supp. (E.D. Ill. 1948); *Hardwick* v. *Hurley,* 289 F.2d 529 (7th Cir. 1961); *Jackson* v. *Duke,* 259 F.2d 529 (7th Cir. 1961); *Jackson* v. *Duke,* 259 F.2d 3 (5th Cir. 1958); *Lewis* v. *Brautigam,* 227 F.2d 124 (5th Cir. 1955); *McCollum* v. *Mayfield,* 130 F. Supp. 112 (N.D. Cal. 1955); *McShane* v. *Moldovan,* 172 F.2d 1016 (6th Cir. 1949); *Monroe* v. *Pape,* 365 U.S. 167 (1961); *Picking* v. *Pa. R.R. Co.,* 151 F.2d 240 (3rd Cir. 1945); *Pierce* v. *Lavallee,* 293 F.2d 233 (2nd Cir. 1961); *Refoule* v. *Ellis,* 74 F. Supp. 336 (N.D. Ga. 1947); *Selico* v. *Jackson,* 201 F. Supp. 475 (S.D. Cal. 1962); *Sellers* v. *Johnson,* 163 F.2d 877 (8th Cir. 1947); *Sewell* v. *Pegelow,* 291 F.2d 196 (4th Cir. 1961); *State of Arkansas* v. *Central Surety Corp.,* 102 F. Supp. 444 (W.D. Ark. 1952); *United States* v. *Classic,* 313 U.S. 293; *Valle* v. *Stengel,* 176 F.2d 697 (3rd Cir. 1949); *Wakat* v. *Harlib,* 253 F.2d 59 (7th Cir. 1958).

The case of *Monroe* v. *Pape,* 365 U.S. 167 is significant in this matter because the Court reaffirmed the proposition that it definitely did not matter whether the laws acted under by the offenders were constitutional or unconstitutional, the offender clothed with the authority would still be under "color of law".

Respondent, Frank M. Gusweiler, cannot hide behind immunity and act in conspiracy with others; nor can he hide behind judicial immunity when acting completely without jurisdiction. Frank M. Gusweiler is further bound by Article VI (2) of the Constitution of the United States to wit:

> "This Constitution and the laws of the United States which shall be made in pursuance thereof and all Treaties made, or which shall be made, under authority of the United States shall be the Supreme Law of the Land, and the *Judges* in every State shall be bound

thereby, any thing in the Constitution or Laws of any State to the Contrary notwithstanding.

The petitioners rights to redress is clear under the Federal Civil Rights Act of 1871; 42 United States Code 1983 which was passed by Congress to protect innocent, helpless citizens of the United States of America, who are oppressed by the wicked powerful oppressors, who act under "color of law" to deprive the innocent, helpless citizens of their rights guaranteed by the Constitution of the United States of America, especially where justice in the State forum is delayed or denied; the Act is as follows:

> 42 U.S.C. Section 1983
>
> Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any state or territory, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the Constitution and Laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. (42 U.S.C. Sec. 1983)

The evil, illegal and unconstitutional McCarran-Ferguson Insurance Regulation Act, 15 United States Code Sections 1011 to 1015 inclusive has taken away the National Security of petitioners and all Americans. It permits multiple taxation without representation by the business of Insurance, which is almost entirely foreign underwritten.

The above mentioned evil Act allows the whole business of Insurance to invade our nation, states, counties and homes, to ravage, rape and defraud Americans. This happened to the petitioners. The Act deprived the petitioners of rights guaranteed them by Article IV, Section 4, of the Constitution of the United States, to wit:

> The United States shall guarantee to every State in this Union a Republican Form of Government and shall protect each of them against invasion; and on application of the legislature or of the Executive against domestic violence.

The domestic violence in America today has been caused by the business of Insurance.

The McCarran-Ferguson Insurance Regulation Act of 1945 was Treason against the United States of America. Those who were responsible for the said Act knew that the Supreme Court of the United States of America had ruled in the year of 1944 that the 'business of Insurance' was inter-state commerce in the case of *United States* v. *Southeastern Underwriters Association,* 322 U.S. 533; those responsible for the Act also knew that *none* of the States of our Union had proper laws or could have proper laws to protect the Citizens from the fraud and slaughter that was to come to all Americans at the hands of the 'business of Insurance'

Since 1945, by their evil Act, the entire 'business of Insurance' has falsely claimed to be absolutely exempt from all of the Constitutional provisions, Federal Statutes, Federal Laws, Federal Agencies, and of course all Federal Income Tax, including all of the income from their gigantic investments!

In view of the aforementioned facts the petitioners have stated a claim upon which relief can be granted against the United States of America under the mighty Fourteenth Amendment of the Constitution of the United States of America, Article I:

> Article XIV, Section I
> All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside.

> No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The petitioners have stated a claim upon which relief can be granted against the State of Ohio because the Casualty Insurance Laws of Ohio do not provide equal protection of the law guaranteed petitioners by the Fourteenth (14) Amendment to the Constitution of the United States. The money collected from premiums paid into the 'business of Insurance' by all citizens of Ohio and other states, is used to protect and to defend the wrong doers against the just claims of the innocent injured persons.

Rule 20 Federal Rules of Civil Procedure does permit the joinder of all of the parties in the complaint and Rule 20 is set forth in Appendix A, page 30.

CONCLUSION

It is a form of tyranny over the mind of Man to permit the use of the McCarran-Ferguson Insurance Regulation Act and the Casuality Insurance Laws in America. Mankind has fought a long hard war against all forms of slavery. It is wrong for one man to enslave another. Each man and each nation has the right to freedom and the granting of this writ will be one step toward the securing of that freedom from the great World Oppressor the 'business of Insurance'.

/s/ ROBERT BEDNARCZUK
Robert Bednarczuk
Attorney for Petitioners
Bone Road R. R. #3
Lebanon, Ohio 45036

APPENDIX A

Constitutional Provisions Involved

Section I, Fourteenth Amendment, U. S. Constitution

Section 1. All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Section 4, Article IV, U. S. Constitution

Section 4. The United States shall guarantee to every State in this Union a Republican Form of Government and shall protect each of them against invasion; and on application of the legislature or of the Executive against domestic violence

Article VI (2), U. S. Constitution

(2) This Constitution and the laws of the United States which shall be made in pursuance thereof and all Treaties made, or which shall be made, under authority of the United States shall be the Supreme Law of the Land, and the Judges in every State shall be bound thereby, any thing in the Constitution or Laws of any State to the contrary notwithstanding.

Statutes and Rules Involved

Federal Civil Rights Act of 1871,
42 U. S. Code Section 1983

Every person who, under color of any statute, or-

dinance, regulation, custom, or usage, of any state or territory, subjects, or causes to be subjected any citizen of the United States or other person within the jurisdiction there of to the deprivation of any rights, privileges or immunities secured by the Constitution and Laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Federal Rules of Civil Procedure, Rule 8 (e)

(e) Pleading To Be Concise and Direct; Consistency. Each averment of a pleading shall be simple, concise, and direct. No technical forms of pleading or motions are required.

Federal Rules of Civil Procedure, Rule 20

(a) Permissive Joinder. All persons may join in one action as plaintiffs if they assert any right to relief jointly, severally, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all of them will arise in the action. All persons may be joined in one action as defendants if there is asserted against them jointly, severally, or in the alternative, any right to relief in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all of them will arise in the action. A plaintiff or defendant need not be interested in obtaining or defending against all the relief demanded. Judgment may be given for one or more of the plaintiffs according to their respective rights to relief, and against one or more defendants according to their respective liabilities.

(b) Separate Trials. The court may make such orders as will prevent a party from being embarrassed, delayed, or put to expense by the inclusion of a party against whom he asserts no claim and who asserts no claim against him, and may order separate trials or make other orders to prevent delay or prejudice.

McCarran-Ferguson Insurance Regulation Act,
15 U. S. Code Sections 1011 to 1015 Inclusive
Public Law 15, 79th Congress (Title 15, U. S. Code Section 1011 to 1015 Inclusive approved March 9, 1945 generally referred to as the McCarran-Ferguson Insurance Act.

1011 Declaration of Policy
Congress declares that the continued regulation and taxation by the several States of the business of Insurance is in the Public Interest, and that silence on the part of the Congress shall not be construed to impose any barrier to the regulation or taxation of such business by the several states.

1012 Regulation by State Law; Federal Law Relating Specifically to Insurance; Applicability of Certain Federal Laws after June 30, 1948

(a) The business of insurance, and every person engaged therein, shall be subject to the laws of the several States which relate to the regulation or taxation of such business.

(b) No Act of Congress shall be construed to invalidate, impair, or supersede any law enacted by any State for the purpose of regulating the business of insurance, or which imposes a fee or tax upon such business, unless such Act specifically relates to the business of insurance: Provided, that after June 30, 1948,

the Act of July 2, 1890, as amended, known as the Sherman Act, and the Act of October 15, 1914, as amended, known as the Clayton Act, and the Act of September 26, 1914, known as the Federal Trade Commission Act, as amended, shall be applicable to the business of insurance to the extent that such business is not regulated by State law.

1013 Suspension Until June 30, 1948, of Application of Certain Federal Laws: Sherman Anti-Trust Act Applicable To Agreements to, or Acts of, Boycott, Coercion, or Intimidation

(a) Until June 30, 1948, the Act of July 2, 1890, as amended, known as the Sherman Act, and the Act of October 15, 1914, as amended, known as the Clayton Act, and the Act of September 26, 1914, Act, known as the Federal Trade Commission Act, and the Act of June 19, 1936, known as the Robinson-Patman Anti-Discrimination Act shall not apply to the business of insurance or to acts in the conduct thereof.

(b) Nothing contained in this chapter shall render the said Sherman Act inapplicable to any agreement to boycott, coerce, or intimidate, or act of boycott, coercion, or intimidation.

1014 Applicability of National Labor Relations Act and the Fair Labor Standards Act of 1938

Nothing contained in this chapter shall be construed to affect in any manner the application to the business of insurance of the Act of July 5, 1935, as amended, known as the National Labor Relations Act, or the Act of June 25, 1938, as amended, known as the Fair Labor Standards Act of 1938, or the Act of June 5, 1920, known as the Merchant Marine Act, 1920.

1015 Definition of "State"

As used in this chapter, the term "State" includes the several States, Alaska, Hawaii, Puerto Rico, Guam, and the District of Columbia.

APPENDIX B

(CAPTION OMITTED, CASE NO. 6137)

MEMORANDUM OPINION AND ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, WESTERN DIVISION

(Filed July 6, 1966)

Before: John W. Peck, District Judge.

In a long, rambling and largely incomprehensible Complaint in which no attempt is made to comply with the provisions of Rule 8(e), Federal Rules of Civil Procedure, the plaintiffs seek to recover damages in a total amount of $133,200,000.00. The named defendants are two insurance companies, a judge of the Common Pleas Court of Hamilton County, Ohio, the Governor of the State of Ohio and the Attorney General of the United States. Each of the defendants has separately moved for dismissal, and while the various motions have varying alternative provisions, for present purposes each will be considered as a motion to dismiss.

No claim or contention of the plaintiffs is entitled to be dignified by a discussion by this Court. A single quotation

from their memorandum in opposition to one of the motions to dismiss will demonstrate this fact. Plaintiffs in that memorandum accuse one of the defendant insurance companies of "advertising falsely that insurance is a protector of society (while in reality defendant is the oppressor) to the citizens of Ohio and the United States of America to build an image of 'God' for the defendant (insurance company) and while at the same time portraying the plaintiff Shireley Jean Estes, a claimant as 'scum of the earth'. In support of their tenuous, at best, position, plaintiffs cite only the case of *Monroe* v. *Pape,* 365 U.S. 167 (1961). However, even a cursory reading of that case indicates that it is of no conceivable application to the present situation.

While as hereinabove indicated we do not propose to attempt response to the nebulous and scurrilous charges of the plaintiffs, we cannot let the charges against the individual defendants remain on the record unnoticed. The first of these defendants is a most highly regarded member of the state judiciary. In a document curiously captioned "Motion of the Plaintiffs in Opposition to Motion of Defendant (Judge), it is alleged that in an action in his court one of the plaintiffs 'was victimized and deprived of her rights by the corrupt intentional acts of defendant (Common Pleas Judge), an elected state official, acting under color of statute, ordinances, customs and usage.' Fortunately, this Judge is possessed of such stature in the community that this and numerous other scurrilous charges made by the plaintiffs can do him virtually no harm, but that does not justify their having been made. It need hardly be pointed out that if plaintiffs had complaint concerning whatever transpired in the state trial court full rights of review were available.

To the extent that it can be gleaned from the Complaint, the Governor of Ohio and the Attorney General of the

United States are named in their official capacities, and the attacks against them are accordingly less personal. Nonetheless, it is again felt proper to affirmatively hold that the accusations made against these gentlemen, whether as public officials or otherwise, even if construed most favorably to the pleaders allege no cause of action against said defendants.

Similarly, it would be improper to permit charges against two law firms to remain of record without comment. In their memoranda responding to the separate motions of the insurance companies for dismissal, plaintiffs make the identical charge that each such company was 'acting as a professional runner for (its) law firm . . . . who is now handling this case,' and further accusing each such company of 'creating a monopoly and control of litigation in the State Forum in Ohio, by putting this case into the hands of (its) law firm . . ., to jam and to congest the legal process to cheat plaintiffs.' As in the case of the Common Pleas Judge, these firms are of such stature that these and the other scurrilous attacks made upon them can do virtually no harm, but again they should not be permitted to stand of record without comment.

Contrary to the general practice and the requirements of procedure in this court, one of the plaintiffs signed the Complaint under oath. Nonetheless, both from the tenor of the volumious memoranda filed by him and from that of his oral argument in court, it seems proper to conclude that to a very large extent this entire action represents the personal vendetta of counsel for the plaintiffs against the insurance industry in general and against the named defendant companies in particular, and against the defendant Common Pleas Judge, rather than a sincere and bona fide attempt to recover monetary damages for the plaintiffs.

The staggering amount of the prayer further supports this conclusion. In accordance with the foregoing,

IT IS ORDERED that the Complaint herein should be and it is hereby dismissed for failure to state a claim upon which relief can be granted, and that costs should be and are assessed against plaintiffs.

/s/ John W. Peck
District Judge

APPENDIX C

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 17,379

(CAPTION OMITTED)

ORDER

(Filed October 10, 1967)

Before WEICK, Chief Judge, CELEBREZZE and COMBS, Circuit Judges.

The appeal came on to be heard and was argued by counsel for appellants; counsel for appellees, having waived oral argument, submitted their claims on brief. The Court finds no error prejudicial to appellants in the proceeding and judgment of the District Court.

It is therefore ORDERED that the judgment of the District Court dismissing the complaint be and it is hereby AFFIRMED.

Entered by order of the Court.

/s/ Carl W. Reuss
Clerk.

Issued as Mandate: October 31, 1967

Costs: NONE
Filing fee .....
Printing appendix .....
Total .....

A True Copy

ATTEST:

signed: Carl W. Reuss
Carl W. Reuss, Clerk

A True Copy of the Original
Filed 10/31/67

Attest: John D. Lyter, Clerk
By W. Hess Brown, Deputy
Certified 10/31/67